

**SAP#**

**Appendix A**

**WORK STATEMENT**

**I. BACKGROUND**

Pennsylvania's (PA) Substance Use Disorder (SUD) treatment and case management workforce has been stressed due to the pandemic and the decreased numbers of staff in the field. Various factors have contributed to this dilemma include attrition by retirement, difficulty attracting new professionals to the field due to low starting salaries in comparison to other human service disciplines. High rates of turnover and shortages of health professionals placed increased pressure on recruitment, retention, and access to care for Pennsylvania residents. Further, the pandemic has heightened this workforce instability via layoffs, fear of health risks, and other job insecurities.

The Department of Drug and Alcohol Programs (DDAP) has identified a need for professionals serving in the SUD treatment and case management system. The SUD Loan Repayment Program (LRP) supports the supply and distribution of individuals delivering SUD treatment and Single County Authority (SCA)-funded case management services. Funds from the McKinsey Settlement and Medical Marijuana revenue fund will be devoted to the SUD LRP to assist in response to the COVID-19 Pandemic. Through the SUD LRP, the DDAP provides loan repayment opportunities as an incentive to recruit and retain health care practitioner's willing to service within the Commonwealth.

**II. PURPOSE**

The Grantee shall utilize these funds as repayment assistance for their outstanding qualifying educational loans.

**III. SPECIFIC TASKS**

A. The Grantee shall provide full-time or half-time SUD treatment or case management services for the continuous two-year period of July 1, 2022 and ending on June 30, 2024. These services shall be provided at the SUD LRP-approved practice site(s) identified in Appendix A, Attachment 1. DDAP-licensed drug and alcohol treatment facilities, SCA-funded case management services at either the SCA or their contracted case management providers are considered SUD LRP-approved practice sites. At least 50% of care provided shall be associated with substance use counseling or MAT and related support services. The service commitment obligations are:

1. Full-time Service Commitment

- a. Full-time service commitment is defined as a minimum of 37.5 hours each week, 48 weeks each year.

- b. The full-time week shall include not less than four days each week, with not more than 12 hours of work to be performed in any given 24-hour period.
- c. The Grantee shall spend a minimum of 20 hours each week providing SUD treatment or SCA-funded case management services at the SUD LRP-approved practice site(s) identified in Appendix A, Attachment 1.
- d. The Grantee may spend up to eight hours each week providing SUD treatment or SCA funded case management services in alternative settings (i.e. hospitals, nursing homes, shelters) or performing administrative activities as directed by the approved practice site(s).
- e. The Grantee shall not receive service commitment credits for hours worked over the required 37.5 hours each work and excess hours shall not be applied to any other work week.
- f. Time spent while in an “on-call” status shall not count towards the service commitment.

## 2. Half-time Service Commitment

- a. Half-time service commitment is defined as a minimum of 20 hours each week (not to exceed 37.5 hours each week), 48 weeks each year.
- b. The half-time week shall include not less than two days each week, with not more than 12 hours of work to be performed in any given 24-hour period.
- c. The Grantee shall spend a minimum of 10 hours each week providing SUD treatment or SCA-funded case management services at the SUD LRP-approved practice site(s) identified in Appendix A, Attachment 1.
- d. The Grantee may spend up to four hours each week providing SUD treatment or SCA-funded case management services in alternative settings (i.e. hospitals, nursing homes, shelters) or performing administrative activities as directed by the approved practice site(s).
- e. The Grantee shall not receive service commitment credits for hours worked over the required 20 hours each work and excess hours shall not be applied to any other work week.
- f. Time spent while in an “on-call” status shall not count toward the service commitment.
- g. A half-time service commitment is not available to a Grantee who is employed full-time.

For the purposes of this SUD LRP, administrative activities are defined as clinically-related administrative, management or other activities and may include charting, training, laboratory follow-up, patient correspondence, attending staff meetings, activities related to maintaining professional licensure and other non-treatment related activities pertaining to the Grantee's SUD LRP-approved practice site(s). Any time spent in a management role is an administrative activity. The duties of a medical director or practitioners in management roles are also considered primarily administrative and SUD LRP

Grantee's serving in such a capacity must meet the minimum hourly requirements for providing SUD treatment or SCA-funded case management services. SUD treatment or SCA-funded case management services provided by an SUD LRP practitioner while precepting students/residents may be counted toward the hourly requirement.

- B. The Grantee shall provide SUD treatment or SCA-funded case management services through the discipline identified in Appendix A, Attachment 1.
- C. The Grantee shall not have an existing service commitment obligation for the payment of educational loans and shall not incur a service commitment obligation for the payment of educational loans which would be performed concurrently or overlap with their SUD LRP service commitment.
- D. Grantees who are members of a Reserve component of the Armed Forces or National Guard not on active duty prior to receiving a copy of the fully executed Agreement are eligible for SUD LRP. Military training or service performed by reservists does not satisfy the SUD LRP service commitment.

#### **IV. TIMELINES OR MILESTONES**

- A. Contingent upon the availability of funds and the receipt of qualified applications, the term of the project will commence on July 1, 2022 and end on June 30, 2024.

#### **V. REPORTING REQUIREMENTS**

- A. Verification of Payments Made: The Grantee shall provide verification demonstrating all grant assistance received through this Agreement were paid against the outstanding balances of the qualifying educational loan(s) identified in Appendix A, Attachment 1. Grantee shall provide a verification document to the SUD LRP Administrator within 60 calendar days of receipt of the SUD LRP funds clearly demonstrating the entire invoice amount was applied to the qualifying educational loans identified in Appendix A, Attachment 1. The verification document shall be an official document or webpage which includes the lender's name, the account holder's name, the loan account number, and shall reflect all payments made during the Agreement period. DDAP will not accept cancelled checks, bank statements, or verification of scheduled payments as proof that SUD LRP funds were properly applied. Failure to provide a verification document within 60 calendar days of receipt of SUD LRP funds may result in a breach of the Agreement with penalties imposed on the Grantee.
- B. Annual Report: The Grantee shall submit an annual report by 15 days after year end or any subsequent years during an extension. The report shall include:

1. Service Verification Forms:
  - a. Monitoring of the service commitment provided by the Grantee shall be conducted on an ongoing basis by DDAP through Service Verification Forms (SVFs) sent out by DDAP.
  - b. The Grantee shall complete and return SVFs, countersigned by the SUD LRP-approved practice site director, within 10 days of the mailing date. Scheduled payments will not be released until completed SVFs are received by DDAP. Failure to return SVFs may result in the delay or forfeiture of payment.
  - c. The Grantee is required to maintain practice records in such form and containing such information so the DDAP may readily determine if the individual has complied with or is complying with the terms and conditions of the Agreement.

## VI. AWARDS

### A. Suspension, Waiver, Cancellation or Withdrawal:

1. The Grantee shall fulfill their service commitment at the SUD PRP-approved practice site(s) identified in Appendix A, Attachment 1. If the Grantee believes they can no longer continue working at the SUD LRP-approved practice site(s), the Grantee shall discuss the situation with the SUD LRP Administrator by emailing [RA-DAGRANTSMGMT@pa.gov](mailto:RA-DAGRANTSMGMT@pa.gov) as soon as concerns arise. If the Grantee leaves their SUD LRP-approved practice site(s) without prior written approval of DDAP, the Grantee may be in breach of this Agreement.
2. The Grantee shall immediately notify the SUD LRP Administrator by emailing [RA-DAGRANTSMGMT@pa.gov](mailto:RA-DAGRANTSMGMT@pa.gov) if asked by their employer to work at a practice site(s) that is not identified in Appendix A, Attachment 1. The Grantee shall obtain approval from DDAP prior to any changes in, or additions to, employment locations.
3. The Grantee shall immediately notify the SUD LRP Administrator by emailing [RA-DAGRANTSMGMT@pa.gov](mailto:RA-DAGRANTSMGMT@pa.gov) if they become unemployed or are informed of a termination date.
4. Grantees who voluntarily resign from their SUD LRP-approved practice site(s) without prior written approval from the DDAP or are terminated by their employer for cause shall be in breach of this Agreement as described in the Breach of Agreement section below.

5. SUD LRP will work with Grantees to assist them in fulfilling the SUD LRP service commitment in order to avoid a breach of this Agreement. Failure to fulfill the service commitment, regardless of the reason, is a breach of this Agreement.
6. Suspension: A suspension of the SUD LRP service commitment may be granted if compliance with the commitment by the Grantee is temporarily impossible or would involve a temporary extreme hardship such that enforcement of the commitment would be unconscionable. Periods of approved suspension of service will extend the Grantee's SUD LRP service commitment end date. Reasons for suspension are:
  - a. Leave of Absence for Medical or Personal Reasons;
  - b. Maternity/Paternity/Adoption Leave that exceeds 12 weeks; or
  - c. Call to Active Duty in the Armed forces.
7. Waiver: A waiver permanently relieves the Grantee of all or part of the SUD LRP service commitment. A waiver may be granted only if the Grantee demonstrates that compliance with the SUD LRP service commitment is permanently impossible or would involve an extreme hardship such that enforcement of the SUD LRP commitment would be unconscionable. A waiver request shall be submitted in writing to [RA-DAGRANTSMGMT@pa.gov](mailto:RA-DAGRANTSMGMT@pa.gov) and include the reasons the waiver is being sought. The Grantee may be required to submit additional documentation necessary to complete the waiver request. Waivers are not routinely granted and require a showing of compelling circumstances.
8. Cancellation: No further grant assistance will be provided and the estate of the Grantee is not responsible to repay the grant assistance already provided if the Grantee dies before completing the SUD LRP service commitment.
9. Withdrawal: A Grantee may withdraw their application at any time before an Agreement is fully executed by the Commonwealth. Once the Agreement is fully executed, failure to begin or complete the service commitment shall be considered a breach of the Agreement.

**B. Breach of Agreement:**

1. DDAP may terminate this Agreement and require repayment of grant assistance received to date if Grantee breaches this Agreement. The Grantee shall make repayment within three months of the date of termination of this Agreement. DDAP is the final determiner and will notify the Grantee in writing of any breach of this Agreement.

The following constitute breach of this Agreement:

- a. Conviction of or pleading guilty or no contest to a felony or misdemeanor or if the appropriate licensing board has determined the Grantee committed an act of gross negligence in the performance of the Grantee's service commitment or Grantee's license, certificate, or registration (whichever is applicable) to practice has been suspended or revoked;
  - b. Failure to begin or complete the service commitment identified in Appendix A, Attachment 1 including any approved extension of the service commitment;
  - c. Misrepresentation of information provided on the application, SVF or other required documents;
  - d. Termination from employment for good cause, as confirmed by the practice site(s) identified in Appendix A, Attachment 1. If the Grantee's employment is terminated for reasons beyond the Grantee's control (for example, closure of the site), the Grantee's SUD LRP service commitment shall be suspended. The SUD LRP shall provide assistance in seeking employment at another approved SUD LRP-approved practice site; and
  - e. Failure to provide documentation that the full amount of grant assistance received were applied to outstanding balances or fail to return funds paid in excess of the balances on the loan(s) identified in Appendix A, Attachment 1.
2. Any Grantee who has breached this Agreement shall not be eligible to apply for the SUD LRP at any time in the future.
  3. Any Grantee who has received grant assistance and has been declared in breach of Agreement under this program at any time becomes an employee of the Commonwealth, they shall be deemed to have agreed, as a condition of employment, to involuntary withholding of their wages to repay the grant assistance provided.